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2007/0170 (CNS)

Proposal for a

**COUNCIL REGULATION**

**on the conclusion of the Fisheries Partnership Agreement between the European  
Community and the Republic of Mozambique**

(presented by the Commission)

## **EXPLANATORY MEMORANDUM**

The Community and the Republic of Mozambique have negotiated and initialled on 21 December 2006 a Fisheries Partnership Agreement which provides Community fishermen with fishing opportunities in the Mozambique fishing zone. This Partnership Agreement, accompanied by a Protocol and the Annex thereto, has been signed for a period of five years from its entry into force and is renewable. On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and the Republic of Mozambique on fishing off the coast of Mozambique and related protocol which entered into force on 1 January 2004.

The Commission's negotiating position was based in part on the results of an *ex-post* and *ex-ante* evaluation carried out by external experts.

The main objective of the new Partnership Agreement is to strengthen cooperation between the European Community and the Republic of Mozambique, thereby creating a framework of partnership in which to develop a sustainable fisheries policy and responsible exploitation of fisheries resources in the Mozambique fishing zone, in the interests of both parties. The two Parties are taking part in a political dialogue on topics of mutual interest in the fisheries sector. Within this new Fisheries Partnership Agreement, special attention will be given to supporting the fisheries policy of Mozambique. The two parties will agree on the priorities to be decided upon for such support and identify the objectives, the annual and multiannual programming and the criteria to assess the results to be obtained, with a view to ensuring a sustainable and responsible management of the sector.

The financial contribution is fixed at € 900 000 per year. It shall entirely be allocated to the support and implementation of initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Mozambique.

As regards fishing possibilities for EC vessels, 44 purse seine vessels and 45 surface long-liners shall be allowed to fish. The Protocol fixes a reference tonnage of 10 000 tonnes of tuna per year. It is established that the EC fishing effort in Mozambique EEZ will have to be in line with appropriate tuna stock assessments based on scientific criteria, including the scientific overviews conducted by the Indian Ocean Tuna Commission (IOTC).

The Partnership Agreement will also promote economic, scientific and technical cooperation in the fisheries sector and related sectors.

The Commission proposes on this basis that the Council adopt the conclusion of this new Fisheries Partnership Agreement between the European Community and the Republic of Mozambique by Regulation.

Proposal for a

**COUNCIL REGULATION**

**on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Mozambique**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 37 in conjunction with Article 300(2) and the first subparagraph of Article 300(3) thereof,

Having regard to the proposal from the Commission<sup>1</sup>,

Having regard to the opinion of the European Parliament<sup>2</sup>,

Whereas:

- (1) The Community and the Republic of Mozambique have negotiated and initialled a Fishery Partnership Agreement providing Community fishermen with fishing opportunities in the Mozambique fishing zone.
- (2) It is in the Community's interest to approve the said Agreement.
- (3) The method for allocating the fishing opportunities among the Member States should be defined,

HAS ADOPTED THIS REGULATION:

*Article 1*

The Fisheries Partnership Agreement between the European Community on the one hand, and the Republic of Mozambique, on the other, (hereinafter referred to as "the Agreement") is hereby approved on behalf of the Community.

The text of the Agreement is attached to this Regulation.

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<sup>1</sup> OJ C [...] [...] p. [...]

<sup>2</sup> OJ C [...] [...] p. [...]

## *Article 2*

The fishing opportunities set out in the Protocol to the Agreement shall be allocated among the Member States as follows:

Fishing Category	Type of vessel	Member State	Licences
Tuna fishing	Purse seine vessels	Spain:	23
		France:	20
		Italy:	1
Tuna fishing	Long-liners	Spain:	21
		France:	15
		Portugal:	7
		United Kingdom	2

If licence applications from these Member States do not cover all the fishing opportunities set out in the Protocol, the Commission may consider licence applications from any other Member State.

## *Article 3*

The Member States whose vessels fish under the Agreement shall notify the Commission of the quantities of each stock caught within the Mozambique fishing zone in accordance with Commission Regulation (EC) No 500/2001 of 14 March 2001 laying down detailed rules for the application of Council Regulation (EEC) No 2847/93 on the monitoring of catches taken by Community fishing vessels in third country waters and on the high seas.<sup>3</sup>

## *Article 4*

The President of the Council is hereby authorised to designate the persons empowered to sign the Agreement in order to bind the Community.

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<sup>3</sup> OJ L 73, 15.3.2001, p. 8.

*Article 5*

This Regulation shall enter into force on the seventh following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels,

*For the Council  
The President*

## **FISHERIES PARTNERSHIP AGREEMENT**

### **between the European Community and the Republic of Mozambique**

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community", and

THE REPUBLIC OF MOZAMBIQUE, hereinafter referred to as "Mozambique", hereinafter referred to as "the Parties",

CONSIDERING the close working relationship between the Community and Mozambique, particularly in the context of the Cotonou Agreement, and their mutual desire to intensify that relationship,

CONSIDERING the desire of the two Parties to promote the sustainable exploitation of fisheries resources by means of cooperation,

HAVING REGARD TO the United Nations Convention on the Law of the Sea,

RECOGNISING that Mozambique exercises its sovereign rights or jurisdiction over a zone extending up to 200 nautical miles from the baseline in accordance with the United Nations Convention on the Law of the Sea,

DETERMINED to apply the decisions and recommendations taken by the relevant regional organisations of which the Parties are members,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary and ensure consistent policies and synergy of effort,

DECIDED, for the purposes of such cooperation, that the Parties shall establish the dialogue needed to implement Mozambique's fishing policies by involving civil society operators,

DESIROUS of establishing terms and conditions governing the fishing activities of Community vessels in Mozambican waters and Community support for responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities by promoting cooperation between companies from both Parties,

HEREBY AGREE AS FOLLOWS:

*Article 1 - Scope*

This Agreement establishes the principles, rules and procedures governing:

- economic, financial, technical and scientific cooperation in the fisheries sector with a view to promoting responsible fishing in Mozambique's fishing zones in order to guarantee the conservation and sustainable exploitation of fisheries resources and develop Mozambique's fisheries sector;
- the conditions governing access by Community fishing vessels to Mozambique's fishing zone;
- cooperation on the arrangements for policing fisheries in Mozambique's fishing zone with a view to ensuring that the above rules and conditions are complied with, that the measures for the conservation and management of fish stocks are effective and that illegal, undeclared and unregulated fishing is prevented;
- partnerships between operators aimed at developing economic activities in the fisheries sector and related activities, in the common interest.

*Article 2 - Definitions*

For the purposes of this Agreement:

- (a) "Mozambican authorities" means the Ministry of Fisheries of the Republic of Mozambique;
- (b) "Community authorities" means the European Commission;
- (c) "Mozambique's fishing zone" means Mozambique's marine waters where fishing is authorised;
- (d) "fishing vessel" means any vessel used for fishing purposes according to Mozambican law;
- (e) "Community vessel" means a fishing vessel flying the flag of a Member State of the Community and registered in the Community;
- (f) "Joint Committee" means a committee made up of representatives of the Community and Mozambique, as specified in Article 9 of this Agreement;
- (g) "transhipment" means the transfer in the port area of some or all of the catch from one fishing vessel to another vessel;
- (h) "shipowner" means the person legally responsible for a fishing vessel, in its charge and control;

- (i) "ACP seamen" means any seamen who are nationals of a non-European signatory to the Cotonou Agreement.

*Article 3 – Principles and objectives underlying the implementation of this Agreement*

1. The Parties hereby undertake to promote responsible fishing in Mozambican waters as provided for in FAO's Code of Conduct for Responsible Fishing on the basis of the principles of non-discrimination between the different fleets fishing in those waters.
2. The Parties shall cooperate with a view to monitoring the results of the implementation of the fishing policy adopted by the Mozambican Government and evaluating the measures, programmes and actions carried out on the basis of this Agreement and shall establish, to this end, a political dialogue in the fisheries sector. The results of the evaluations shall be analysed by the Joint Committee referred to in Article 9 of this Agreement.
3. The Parties hereby undertake to ensure that this Agreement is implemented in accordance with the principles of good economic and social governance, respecting the state of fish stocks.
4. The employment of Mozambican seamen on board Community vessels shall be governed by the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, which shall apply as of right to the corresponding contracts and general terms of employment. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation. Non-Mozambican ACP seamen on board Community vessels shall enjoy the same conditions.
5. The Parties shall consult one another prior to adopting any decision that may affect the activities of Community vessels under this Agreement.

*Article 4 – Scientific cooperation*

1. During the period covered by this Agreement, the Community and the Mozambican authorities shall endeavour to monitor the evolution of resources in Mozambique's fishing zone.
2. The Parties undertake to consult one other, by means of a joint scientific working group or within the international organisations concerned, to ensure the management and conservation of living resources in the Indian Ocean, and to cooperate in the relevant scientific research.
3. The two Parties, on the basis of the consultation referred to in paragraph 2 above, shall consult one other within the Joint Committee provided for in Article 9 and jointly adopt conservation measures for sustainable management of fish stocks affecting the activities of Community's vessels.

*Article 5 – Access by Community vessels to fisheries in Mozambican waters*

1. Mozambique undertakes to authorise Community vessels to engage in fishing activities in its fishing zone in accordance with this Agreement, including the Protocol and Annex thereto.
2. The fishing activities governed by this Agreement shall be subject to the laws and regulations in force in Mozambique. The Mozambican authorities shall notify the Commission of any amendments to that legislation.
3. Mozambique undertakes to take all the appropriate steps required for the effective application of the fisheries monitoring provisions in the Protocol. Community vessels shall cooperate with the Mozambican authorities responsible for carrying out such monitoring.
4. The Community undertakes to take all the appropriate steps required to ensure that its vessels comply with this Agreement and the legislation governing fisheries in Mozambique's fishing zone.

*Article 6 - Licences*

1. Community vessels may fish in Mozambique's fishing zone only if they are in possession of a fishing licence on board, or a copy thereof, issued under this Agreement and the Protocol hereto.
2. The procedure for obtaining a fishing licence for a vessel, the fees applicable and the method of payment to be used by shipowners shall be as set out in the Annex to the Protocol.

*Article 7 – Financial contribution*

1. The Community shall grant Mozambique a financial contribution in accordance with the terms and conditions laid down in the Protocol and Annexes. This single contribution shall be based on two elements, namely:
  - (a) access by Community vessels to Mozambican waters and fisheries resources, and
  - (b) the Community's financial support for promoting responsible fishing and the sustainable exploitation of fisheries resources in Mozambican waters.
2. The element of the financial contribution referred to in paragraph 1(b) above shall be determined in the light of objectives identified by common accord between the Parties in accordance with the Protocol, to be achieved in the context of the sectoral fisheries policy drawn up by the Mozambican Government and an annual and multiannual programme for its implementation.
3. The financial contribution granted by the Community shall be paid each year in accordance with the Protocol and subject to this Agreement and the Protocol in the event of any change to the amount of the contribution as a result of:

- (a) serious circumstances other than natural phenomena which are such as to prevent fishing activities in Mozambican waters;
- (b) a reduction in the fishing opportunities granted to Community vessels, made by mutual agreement for the purposes of managing the stocks concerned, where this is considered necessary for the conservation and sustainable exploitation of resources on the basis of the best available scientific advice;
- (c) an increase in the fishing opportunities granted to Community vessels, made by mutual agreement between the Parties where the best available scientific advice concurs that the state of resources so permits;
- (d) a reassessment of the terms of financial support for implementing a sectoral fisheries policy in Mozambican, where this is warranted by the results of the annual and multiannual programming observed by both Parties;
- (e) termination of this Agreement under Article 12;
- (f) suspension of the application of this Agreement under Article 13.

*Article 8 – Promoting cooperation among economic operators and civil society*

1. The Parties shall encourage economic, scientific and technical cooperation in the fisheries sector and related sectors. They shall consult one another with a view to coordinating the different measures that might be taken to this end.
2. The Parties undertake to promote the exchange of information on fishing techniques and gear, preservation methods and the industrial processing of fisheries products.
3. The Parties shall endeavour to create conditions favourable to the promotion of relations between their enterprises in the technical, economic and commercial spheres, by encouraging the establishment of an environment favourable to the development of business and investment.
4. The Parties undertake to implement a plan and actions between Mozambican and Community operators aimed at promoting fish landing from Community vessels in Mozambique.
5. The Parties shall encourage, in particular, the setting-up of joint enterprises in their mutual interest which shall systematically comply with Mozambican and Community legislation.

*Article 9 – Joint Committee*

1. A Joint Committee shall be set up to monitor the application of this Agreement. The Joint Committee shall perform the following functions:
  - (a) monitoring the performance, interpretation and application of this Agreement and, in particular, the definition of the annual and multiannual programming referred to in Article 7(2) and evaluation of its implementation;

- (b) providing the necessary liaison for matters of mutual interest relating to fisheries;
  - (c) acting as a forum for the amicable settlement of any disputes regarding the interpretation or application of the Agreement;
  - (d) reassessing, where necessary, the level of fishing opportunities and, consequently, of the financial contribution;
  - (e) any other function which the Parties decide on by mutual agreement.
2. The Joint Committee shall exercise its functions with regard to the results of consultation at scientific level referred to in Article 4 of the Agreement.
  3. The Joint Committee shall meet at least once a year, alternately in Mozambique and in the Community, and shall be chaired by the Party hosting the meeting. It shall hold a special meeting at the request of either Party.

#### *Article 10 – Geographical area to which the Agreement applies*

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Community applies, under the conditions laid down in that Treaty, and, on the other, to the territory of Mozambique.

#### *Article 11 - Duration*

This Agreement shall apply for five years from the date of its entry into force; it shall be tacitly renewed for additional periods of five years, unless notice of termination is given in accordance with Article 12.

#### *Article 12 - Termination*

1. Application of this Agreement may be terminated by one of the Parties in the event of serious circumstances, other than natural phenomena, which are beyond the reasonable control of one of the Parties and are such as to prevent fishing activities in Mozambican waters. This Agreement may also be terminated by either Party in the event of degradation of the stocks concerned, the discovery of a reduced level of exploitation of the fishing opportunities granted to Community vessels, or failure to comply with undertakings made by the Parties with regard to combating illegal, unreported and unregulated fishing.
2. The Party concerned shall notify the other Party in writing of its intention to withdraw from the Agreement at least six months before the date of expiry of the initial period or each additional period.
3. Dispatch of the notification referred to in the previous paragraph shall open consultations by the Parties.

4. Payment of the financial contribution referred to in Article 7 for the year in which the termination takes effect shall be reduced proportionately and pro rata temporis.

#### *Article 13 - Suspension*

1. Application of this Agreement may be suspended at the initiative of one of the Parties in the event of a serious disagreement as to the application of provisions laid down in the Agreement. Suspension of application of the Agreement shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect. On receipt of this notification, the Parties shall enter into consultations with a view to resolving their differences amicably.
2. Payment of the financial contribution referred to in Article 7 shall be reduced proportionately and pro rata temporis, according to the duration of the suspension.

#### *Article 14 – Protocol and Annex*

The Protocol, the Annex and Appendices hereto shall form an integral part of this Agreement.

#### *Article 15 – National law*

The activities of Community vessels operating in Mozambican waters shall be governed by the applicable law in Mozambique, unless otherwise provided in the Agreement or its Protocol, Annex and Appendices hereto.

#### *Article 16 - Repeal*

On the date of its entry into force, this Agreement repeals and replaces the Agreement between the European Community and the Government of the Republic of Mozambique on fishing off the coast of Mozambique which entered into force on 31 December 2003.

#### *Article 17 – Entry into force*

This Agreement, drawn up in duplicate in the Czech, Estonian, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish and Swedish languages, each of these texts being equally authentic. It shall enter into force on 1 January 2007.

**Protocol setting out the fishing opportunities and financial contribution provided for in  
the Fisheries Partnership Agreement between the European Community and the  
Republic of Mozambique on fishing off the coast of Mozambique for the period from  
1 January 2007 to 31 December 2011**

*Article 1*

*Period of application and fishing opportunities*

1. For a period of five years from 1 January 2007, the fishing opportunities granted under Article 5 of the Agreement shall be as follows:  
  
highly migratory species (species listed in Annex 1 to the 1982 United Nations Convention):
  - freezer tuna seiners: 44 vessels;
  - surface longliners: 45 vessels.
2. Paragraph 1 shall apply subject to Articles 4 and 5 of this Protocol.
3. Vessels flying the flag of a Member State of the European Community may fish in Mozambique's fishing zone only if they are in possession of a fishing licence issued under this Protocol in accordance with the Annex hereto.

*Article 2*

*Financial contribution – Methods of payment*

1. The financial contribution referred to in Article 7 of the Agreement shall comprise, for the period referred to in Article 1, an annual amount of EUR 650 000 equivalent to a reference tonnage of 10 000 tonnes per year and a specific amount of EUR 250 000 per year for the support and implementation of Mozambique's sectoral fisheries policy. This specific amount shall be an integral part of the single financial contribution defined in Article 7 of the Agreement.
2. Paragraph 1 shall apply subject to Articles 4, 5, 6 and 7 of this Protocol.
3. The Community shall pay the total amount referred to in paragraph 1, i.e. EUR 900 000, each year during the period of application of this Protocol.
4. If the overall quantity of catches by Community vessels in Mozambican waters exceeds the reference tonnage, the amount of the annual financial contribution shall be increased by EUR 65 for each additional tonne caught. However, the total annual amount paid by the Community shall not be more than twice the amount equivalent to the reference tonnage (EUR 1 300 000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year.

5. Payment of the financial contribution referred to in paragraph 1 shall be made no later than 31 October 2007 for the first year and no later than 15 January 2008, 2009, 2010, 2011 for the following years.
6. Subject to Article 7, the Mozambican authorities shall have full discretion regarding the use to which this financial contribution is paid.
7. The financial contribution shall be paid into a Public Treasury account opened at a financial institution designated by the Mozambican Authorities.

### *Article 3*

#### *Cooperation on responsible fishing – Scientific cooperation*

1. The Parties hereby undertake to promote responsible fishing in Mozambican waters.
2. During the period covered by this Agreement, the Community and the Mozambican authorities shall monitor the evolution of resources in Mozambique's fishing zone.
3. As of the date of entry into force of the Protocol, the Parties shall establish by mutual agreement the arrangements for the scientific consultation provided for in Article 4(2) of the Agreement with a view to prepare the work of the Joint Committee referred to in Article 9 of the Agreement.

### *Article 4*

#### *Review of fishing opportunities by mutual agreement*

1. The fishing opportunities referred to in Article 1 may be increased by mutual agreement provided that the conclusions of the scientific meeting referred to in Article 3(4) confirm that such an increase will not endanger the sustainable management of Mozambique's resources. In this case, the financial contribution referred to in Article 2(1) shall be increased proportionately and pro rata temporis. However, the total amount of the financial contribution paid by the European Community may not exceed twice the amount referred to in Article 2(1). Where the quantities caught by Community vessels exceed twice 10 000 tonnes, i.e., 20 000 tonnes, the amount due for the quantity exceeding that limit shall be paid the following year.
2. Conversely, if the Parties agree to adopt a reduction in the fishing opportunities provided for in Article 1, the financial contribution shall be reduced proportionately and pro rata temporis.
3. The allocation of the fishing opportunities among different categories of vessels may also be reviewed, following consultations and agreement between the Parties, provided that any changes comply with recommendations made by the scientific meeting referred to in Article 3 regarding the management of stocks liable to be affected by such redistribution. The Parties shall agree on the corresponding adjustment of the financial contribution where the redistribution of fishing opportunities so warrants.

*Article 5*  
*New fishing opportunities*

1. Should Community vessels be interested in fishing activities which are not indicated in Article 1, the Parties shall consult one another prior to authorisation by Mozambican authorities for these new activities. Where appropriate, the Parties shall agree on the conditions applicable to these new fishing opportunities and, if necessary, make amendments to this Protocol and to the Annex hereto.
2. The Parties shall promote exploratory fishing activities in Mozambican waters. In this framework, whenever one of the Parties so requests, the Parties shall consult one another and determine, on a case-to-case basis, the conditions and other parameters for these fishing activities.

The two Parties shall carry out exploratory fishing activities in accordance with the parameters adopted by mutual agreement and with administrative provisions established to this effect. The authorisations for exploratory fishing shall be granted for a maximum of six months.

Where the Parties conclude that the exploratory fishing trips have produced positive results, the Mozambican Government may award new fishing opportunities for new species until the expiry of the Protocol. The financial contribution referred to in Article 2(1) shall be increased accordingly.

*Article 6*  
*Suspension in the event of serious circumstances*

1. Where serious circumstances, other than natural phenomena, prevent fishing activities in Mozambican waters, the European Community may suspend payment of the financial contribution provided for in Article 2(1). The suspension decision shall be taken following consultations between the two Parties within a period of two months following the request of one of the Parties, and provided that the Community has paid in full any amounts due at the time of suspension.
2. Payment of the financial contribution shall resume as soon as the Parties find, by mutual agreement following consultations, that the circumstances preventing fishing activities are no longer present and/or that the situation allows a resumption of fishing activities.
3. At the expiry of the suspension, the Parties shall agree on the circumstances in which Community vessels may resume fishing.

*Article 7*  
*Promotion of responsible fishing in Mozambican waters*

1. One hundred percent of the financial contribution referred to in Article 2 shall be used to support the implementation of the sectoral fishing policy drawn up by the Mozambican Government.

Mozambique shall be responsible for managing the corresponding amount, on the basis of the objectives identified by mutual agreement by the Parties and in accordance with the annual and multiannual programming.

2. For the purposes of implementing the preceding paragraph, as soon as this Protocol enters into force and no later than three months after that date, the Community and Mozambique shall agree, within the Joint Committee provided for in Article 9 of the Agreement, on a multiannual sectoral programme and detailed implementing rules covering, in particular:
  - (a) annual and multiannual guidelines for using the percentage of the financial contribution referred to in paragraph 1 and its specific amounts for the initiatives to be carried out in 2007 year;
  - (b) the objectives, both annual and multiannual, to be achieved with a view to promoting responsible fishing and sustainable fisheries, taking account of the priorities expressed by Mozambique in its national fisheries policy and other policies relating to or having an impact on the introduction of responsible fishing and sustainable fisheries, in particular in terms of improving the health conditions of the production of fishery products and strengthening the monitoring capacity of the competent Mozambican authorities;
  - (c) criteria and procedures for evaluating the results obtained each year.
3. Any proposed amendments to the multiannual sectoral programme or of the use of the specific amounts for the initiatives to be carried out in 2007 must be approved by both Parties within the Joint Committee.
4. Each year, Mozambique shall allocate the share corresponding to the percentage referred to in paragraph 1 with a view to implementing the multiannual programme. For the first year of application of the Protocol, that allocation must be notified to the Community at the time when the multiannual sectoral programme is approved within the Joint Committee. For each year of application of the Protocol thereafter, Mozambique shall notify the Community of the allocation no later than 1 September of the previous year.
5. Where the annual evaluation of the progress made in implementing the multiannual sectoral programme so warrants, the European Community may ask for the financial contribution referred to in Article 2(1) of this Protocol to be readjusted with a view to bringing the actual amount of financial resources allocated to the implementation of the programme into line with its results.

#### *Article 8*

#### *Disputes – suspension of application of the Protocol*

1. Any dispute between the Parties over the interpretation of this Protocol on its application shall be the subject of consultations between the Parties within the Joint Committee provided for in Article 9 of the Agreement, in a special meeting if necessary, in order to reach an amicable settlement.

2. Where the amicable settlement referred to in the preceding paragraph cannot be reached and without prejudice to Article 9, the application of the Protocol may be suspended at the initiative of one Party if the dispute between the Parties is deemed serious.
3. Suspension of application of the Protocol shall require the interested Party to notify its intention in writing at least three months before the date on which suspension is due to take effect.
4. In the event of suspension, the Parties shall continue to consult with a view to finding an amicable settlement to their dispute. As soon as an amicable settlement is reached, application of the Protocol shall resume and the amount of the financial contribution shall be reduced proportionately and pro rata temporis according to the period during which application of the Protocol was suspended.

#### *Article 9*

##### *Suspension of application of the Protocol on grounds of non-payment*

Subject to Article 6, if the Community fails to make the payments provided for in Article 2, the application of this Protocol may be suspended on the following terms:

- (a) If no payment is made within the period provided for in Article 2, paragraph 5 of this Protocol, the relevant Mozambican authorities shall notify the European Commission of the non-payment. The latter shall carry out the requisite checks and, where necessary, transmit the payment within no more than 60 working days of the date of receipt of the notification.
- (b) If the non-payment is confirmed or not adequately justified within the period specified in the preceding paragraph, the relevant Mozambican authorities shall be entitled to suspend application of this Protocol. They shall inform the European Commission of such action forthwith.
- (c) Application of the Protocol shall resume as soon as the payment concerned has been made.

#### *Article 10*

##### *National law*

Without prejudice to the provisions of the Agreement, this Protocol and the Annex and Appendices hereto, the activities of Community vessels operating under the framework of this Protocol and the Annex and Appendices hereto shall be governed by the applicable law in Mozambique.

#### *Article 11*

##### *Repeal*

The Annex to the Agreement between the European Community and the Republic of Mozambique on fishing off the coast of Mozambique is hereby repealed and replaced by the Annex to this Protocol.

*Article 12*  
*Entry into force*

1. This Protocol with its Annex shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.
2. This Protocol and the Annex and Appendices hereto shall apply with effect from 1 January 2007.

## *ANNEX*

### **CONDITIONS GOVERNING ACTIVITIES BY COMMUNITY VESSELS IN MOZAMBIQUE'S FISHING ZONE**

#### **Chapter I - Application for and issuance of fishing licences**

##### *Section 1 Issuance of licences*

1. Only eligible vessels may obtain a licence to fish in Mozambique's fishing zone under the Protocol establishing, for the period from 1 January 2007 and 31 December 2011, the fishing opportunities and the financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Mozambique.
2. For a vessel to be eligible, neither the owner, the master nor the vessel itself must be prohibited from fishing in Mozambique. They must be in order vis-à-vis the Mozambican fishing administration insofar as they must have fulfilled all prior obligations arising from their fishing activities in Mozambique under fisheries agreements concluded with the Community.
3. Community vessels applying for fishing licences may be represented by an agent residing in Mozambique. The agent's name and address shall be attached in the fishing licence application.
4. The relevant Community authorities shall submit to the Ministry responsible for fisheries in Mozambique an application for each vessel wishing to fish under the Agreement at least 15 days before the date of commencement of the period of validity requested.
5. Applications shall be submitted to the Ministry responsible for fisheries in accordance with the specimen in Appendix 1.
6. All fishing licence applications shall be accompanied by the following documents:
  - proof of payment of the fee for the period of validity of the licence;
  - with the first application under the Protocol, a recent colour photograph showing a side of the vessel in its current state; the photograph shall be at least 15 cm by 10 cm;
  - the vessel's seaworthiness certificate
  - the vessel's registration certificate;
  - the vessel's health conformity certificate issued by the competent Community authority.

7. The fee shall be paid into the account specified by the Mozambican authorities in accordance with Article 2(7) of the Protocol.
8. It shall include all local and national taxes with the exception of port taxes, transshipment tax and charges for the provision of services.
9. Licences for all vessels shall be issued to shipowners or their representatives via the European Commission Delegation to Mozambique within 15 days of receipt of all the documents referred to in point 6 by the Ministry responsible for fisheries in Mozambique.

After the fishing licence is issued, the Mozambican authorities shall immediately send a copy thereof to the owner of the vessel or his/her representative by the adequate means of communication (fax, electronic mail, etc.). A copy of the fishing licence is kept on board the vessel as proof of the fishing authorisation under the Agreement. The authorities responsible for control shall be immediately informed of the issuing of the licence.

10. Where, at the time of signing, the Delegation of the European Commission were closed, the fishing licence may be given to the vessel's agent with a copy for the Delegation.
11. Licences shall be issued for a specific vessel and shall not be transferable. However, at the request of the European Community and where *force majeure* is proven, a vessel's fishing licence shall be replaced by a new fishing licence for another vessel of the same category as the first vessel with no further fee due. In this case, the calculation of the catch levels to determine whether an additional payment should be made shall take account of the sum of the total catches of the two vessels.
12. The owner of the first vessel, or his/her representative, shall return the cancelled licence to the Ministry responsible for fisheries in Mozambique via the European Commission Delegation.
13. The date of entry into force of the new fishing licence is the date indicated therein. The European Commission Delegation to Mozambique shall be informed of the fishing licence transfer.
14. Fishing licences must be held on board at all times without prejudice to the provisions of point 2 of Chapter VIII of this Annex.

## ***Section 2***

### ***Licence conditions – fees and advance payments***

1. Fishing licences shall be valid for a period of no more than one year, from 1 January to 31 December of each year at the latest. They shall be renewable.
2. The fee shall be EUR 35 per tonne caught within Mozambique's fishing zone.
3. Fishing licences shall be issued once the following fixed amounts have been paid to the competent national authorities:

- EUR 4 200 for each tuna seiner, equivalent to the fees due for 120 tonnes of highly migratory and related species caught each year;
  - EUR 3 500 for each surface longliner of more than 250 gross tonnes (GT), equivalent to the fees due for 100 tonnes of highly migratory and related species caught each year;
  - EUR 1680 for each surface longliner of less than 250 gross tonnes (GT), equivalent to the fees due for 48 tonnes of highly migratory and related species caught each year.
4. The final statement of the fees due for year n shall be drawn up by the European Commission by 31 July of year n+1 at the latest, on the basis of the catch declarations made by each shipowner and confirmed by the scientific institutes responsible for verifying catch data in the Member States, such as the Institut de Recherche pour le Développement (IRD), the Instituto Español de Oceanografía (IEO) and the Instituto de Investigação das Pescas e do Mar (IPIMAR) via the European Commission Delegation.
  5. This statement shall be sent simultaneously to the Ministry responsible for fisheries in Mozambique and to the shipowners.
  6. Any additional payment shall be made by the shipowner to the competent Mozambican national authorities by 30 August of the following year to the bank account specified in point 7 of Section 1 of this Chapter.
  7. However, if the amount of the final statement is lower than the advance referred to in point 3 of this Section, the resulting balance shall not be reimbursable to the shipowner.

## **Chapter II – Fishing zones**

1. Community vessels may carry out fishing activities only beyond 12 nautical miles from the baseline in accordance with the fishing zone defined in Appendix 4.

## **Chapter III – Catch reporting arrangements**

1. For the purposes of this Annex, the duration of a fishing trip by a Community vessel shall be defined as follows:
  - the period elapsing between entering and leaving Mozambique's fishing zone, or
  - the period elapsing between entering Mozambique's fishing zone and a transshipment in port and/or a landing in Mozambique.
2. All vessels authorised to fish in Mozambican waters under the Agreement shall be obliged to notify the Ministry responsible for fisheries in Mozambique of their catches so that the Mozambican authorities can check the quantities caught, which

shall be validated by the competent scientific institutes in accordance with the procedure referred to in point 4 of Section 2 of Chapter I of this Annex. Catches shall be notified as follows:

- 2.1 During an annual period of validity of the licence within the meaning of point 1 of Section 2 of Chapter I of this Annex, declarations shall indicate the catches made by the vessel during each trip. The original of the declarations shall be transmitted on a physical medium to the Ministry responsible for fisheries in Mozambique within 30 days following the end of the last trip made during the period. At the same time, a copy thereof shall be sent by fax or electronic mail to the flag Member State and to the Ministry responsible for fisheries of Mozambique.
- 2.2 Vessels shall declare their catches on the corresponding form in the logbook, in accordance with the specimen in Appendix 2. The words "Outside Mozambique's fishing zone" shall be entered in the logbook in respect of periods during which the vessel is not in Mozambican waters.
- 2.3 The forms shall be filled in capital letters and legibly, and signed by the master of the vessel or by his or her legal representative.
3. Where the provisions set out in this Chapter are not complied with, the Mozambican Government reserves the right to suspend the fishing licence of the offending vessel until formalities have been completed and to apply to the shipowner the penalty laid down in current Mozambican legislation. The European Commission and the flag Member State shall be informed thereof.

## **Chapter IV – Transshipment and landings**

The Parties shall cooperate with a view to improving landing or transshipment options in Mozambican ports.

## **Chapter V – Embarking seamen**

1. Shipowners undertake to employ, for the tuna-fishing season in Mozambique's fishing zone, at least 20% of seamen of ACP origin, of which, if possible, at least 40% are Mozambican.
2. Shipowners shall endeavour to sign on additional seamen of ACP origin.
3. The International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Community vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
4. The employment contracts of Mozambican seamen shall be drawn up in accordance with point 1 of this Chapter between the shipowners' representative(s) and the seamen and/or their trade unions or representatives. A copy of these contracts shall

be given to the signatories. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance.

5. The wages of the seamen shall be paid by the shipowners. They shall be fixed by mutual agreement among the shipowners or their representatives and the authorities of the relevant ACP country prior to issuing fishing licences. However, the wage conditions granted to Mozambican seamen shall not be lower than those applicable to crews from Mozambique and shall under no circumstances be below ILO standards.

## **Chapter VI – Technical measures**

Vessels shall comply with the measures and recommendations adopted or to be adopted by regional fishing organisations to which the Parties are members concerning fishing methods, their technical specifications and all other technical measures applicable to their fishing activities.

## **Chapter VII – Observers**

1. Vessels authorised to fish in Mozambican waters under the Agreement shall take on board observers appointed by the IOTC with prior communication thereof to the Mozambican authorities.
2. The conditions under which observers are taken on board shall be agreed between shipowners or their representatives and the competent authority.
3. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the competent authorities, with copies thereof to the Mozambican Fisheries Administration and the vessel's captain.

## **Chapter VIII – Monitoring**

1. Entering and leaving the zone
  - 1.1 Community vessels shall notify, at least three hours in advance, the competent Mozambican authorities responsible for monitoring fishing of their intention to enter or leave Mozambique's fishing zone and declare overall quantities and species on board.
  - 1.2 When notifying leaving, vessels shall also communicate their position. This information should preferably be communicated by fax or, for vessels not equipped with a fax, by radio or electronic mail.
  - 1.3 Vessels found to be fishing without having notified their entry or found to have left without notifying their exit to the Mozambican fisheries administration shall be regarded as vessels in breach of the legislation.

- 1.4 Vessels shall be informed of the fax and telephone numbers and e-mail address when the fishing licence is issued.
2. Control procedures
  - 2.1 The Mozambican authorities may allow an agent on board to inspect fishing activities.
  - 2.2 The master of the vessel shall make the existing communication media available to the monitoring agent, authorise access to all the vessel compartments and permit the collection of samples.
  - 2.3 The master of the vessel shall provide food, accommodation and medical assistance on the same conditions as for the vessel's officers.
  - 2.4 These officials shall not remain on board for longer than is necessary for the discharge of their duties.
  - 2.5 Once the inspection has been completed, the agent shall prepare a report , of which a copy shall be given to the master of the vessel.
3. Satellite monitoring
  - 3.1 All Community vessels fishing under this Agreement shall be subject to satellite monitoring in line with Appendix 3 – VMS protocol.
4. Boarding
  - 4.1 The competent Mozambican authorities shall inform the flag State and the European Commission, within no more than 24 hours, of all boardings and penalties imposed on Community vessels in Mozambique's fishing area.
  - 4.2 In the event of boarding of the vessel, the latter may be, on request, immediately released if, within 72 hours, the master or the owner of the vessel pays a guarantee to be established on the basis of the relevant Mozambican legislation.
  - 4.3 In the event of an infringement procedure, notification thereof shall be sent to the Delegation of the European Commission, the flag State and the owner of the vessel with a brief report of the circumstances and reasons leading to the boarding.
5. Notice
  - 5.1 The master of the vessel shall sign the notice drawn up by the competent Mozambican authority for the occurrence.
  - 5.2 This signature shall not prejudice the rights or any defence which the master may make to the alleged infringement. If the master refuses to sign this document, he or she shall specify the reasons for doing so in writing and the inspector shall write "refusal to sign" on it.

5.3 If the infringement is considered serious according to Mozambican law, the master shall take the vessel to the port indicated by the Mozambican authorities.

## 6. Statements

6.1 After the notice and the statement of boarding have been drawn up, the competent bodies shall designate an investigating officer who shall notify the alleged offender, the European Commission and the flag State's representative to allow them to make statements or provide evidence in their favour at a date and time indicated by them.

## 7. Settlement

7.1 The launch of a fishery infringement procedure shall be decided over a maximum period of 35 days as of the date in which the relevant investigating officer is designated. Whenever the complexity of the fishery infringement procedure so requires, the deadline specified in the preceding paragraph may be prorogated by one period of 30 working days.

## 8. Transshipment

8.1 All Community vessels wishing to tranship catches in Mozambique's ports or port areas shall provide the competent Mozambican authorities with at least 24 hour's notice and await their prior authorisation.

8.2 For the purposes of assessing the transshipment request, the shipowners of these vessels shall indicate the following:

- the port of transshipment,
- the place where the operation shall take place, the date and time of transshipment,
- the name of the fishing vessel or of other vessel involved in transshipment,
- the tonnage by species to be transhipped.

8.3 Transshipment shall be considered as an exit from Mozambique. The vessels shall submit their catch declarations to the Mozambican competent authorities and state whether they intend to continue fishing or leave Mozambique's fishing zone.

8.4 Any transshipment of catches not covered above shall be prohibited in Mozambique's fishing zone. Any person infringing this provision shall be liable to the penalties provided for by the Mozambican legislation in force.

8.5 The masters of Community vessels engaged in landing and transshipment operations in a Mozambican port shall allow and facilitate the inspection of such operations by Mozambican inspectors. Once the inspection and control in

port have been completed, an inspection report shall be issued and a copy thereof given to the master of the vessel.

## APPENDIXES

1. Fishing licence application form
2. Logbook
3. VMS Protocol
4. Mozambique's fishing zone coordinates

**Appendix 1**  
**Fishing licence application model form**

*For industrial, semi-industrial fishing and related fishing operations*

*(Pursuant to Article 139)*

*Recto*

<p>REPÚBLICA DE MOÇAMBIQUE</p> <hr style="width: 10%; margin: auto;"/> <p><b>MINISTRY FOR FISHERIES</b></p> <p style="text-align: center;"><b>FISHING LICENCE APPLICATION</b></p> <p style="text-align: center;">To be completed by the applicant</p> <p>Name of shipowner:.....</p> <p>Address:.....</p> <p>P.O. Box: ..... Telephone ..... Fax .....</p> <p>Name (1):.....</p> <p>ID No:..... Issued at (place):.....</p> <p>Valid until:...../...../..... Resident at: .....</p> <p>Requests the issuance of a fishing licence: ..... (2)</p> <p>To operate in the area of: .....</p> <p>Based in the port of:..... Province: .....</p> <p>Fishing gear: .....</p> <p>Species to be caught: .....</p> <p style="text-align: center;"><b>Details of the vessel (3) (4)</b></p> <p>1. Name ..... Flag..... Registration No .....</p> <p>2. Port of registration ..... Year of construction ..... Shipyard/Country .....</p> <p>3. Type of hull ..... Colour of sides..... Colour of superstructure.....</p> <p>4. Dimensions (in metres): Overall length ..... Breadth ..... Depth ..... Gross tonnage ..... tonnes</p> <p>5. Electronic equipment (6): HF Radio:..... VHF Radio Probe:..... Sonar:..... Satellite navigator:.....</p> <p style="text-align: center;">Gyroscopic compass:..... Radar</p> <p>6. Call sign:.....</p> <p>7. Main engine: Make:..... Power: ..... HP</p> <p>8. Fishing gear: No. of winches: ..... Capacity:..... tonnes</p> <p>Outrigger trawl(6)..... Stern trawl (6) ..... No of gears .....</p>
--

9. Details of fishing gear: Length of headline:.....m

10: Preservation of the fish (6) (7):.....

Finished products:.....

Preparation work room: Y/N

Freezing: Air blast freezing: Y/N Capacity (tonnes/day):..... Temp (°C):.....

Plate freezing: Y/N Capacity (tonnes/day):..... Temp (°C):.....

In cold chamber: Y/N Capacity (tonnes/day):..... Temp (°C):.....

Cold storage: Hold 1: Capacity (tonnes/day):..... Temp (°C):.....

Cold storage: Hold 2: Capacity (tonnes/day):..... Temp (°C):.....

Cold storage: Hold 3 Capacity (tonnes/day):..... Temp (°C):.....

Chilling: Ice: Y/N Refrigerated containers Y/N Capacity (tonnes).....

Insulated hold: Y/N Capacity (tonnes).....

Refrigerated hold: Y/N Capacity (tonnes)..... Temp (°C).....

Chilled sea water: Y/N Capacity (tonnes)..... Temp (°C).....

Facilities for preserving live species: Y/N Specify .....

Drinking water:.....m<sup>3</sup> Desalimators: Y/N Sanitary facilities: Y/N Number .....

Auxiliary processing equipment :..... Graders: Y/N Scales: Y/N

Grinders: Y/N Fish washers: Y/N Fish cookers: Y/N

Other:.....,

Date and applicant's signature

To be completed by the body issuing the fishing licence

Issue of a fishing licence authorised on...../...../.....

No of fishing licence issued:..... Valid until: .....

Special conditions:.....

.....,

Signature:

- (1) Name of enterprise/director, manager, etc.
- (2) Indicate the type of fishing: industrial, semi-industrial, related fisheries activities
- (3) Enclose three colour negatives showing one side of the vessel (the markings must be legible)
- (4) As indicated in title deeds.
- (5) Indicate the material: steel, wood or glass fibre.
- (6) Mark the appropriate answer with a cross.
- (7) Attach a processing flow diagram.

**Appendix 2**  
LOGBOOK FOR TUNA FISHERY

	Longliner
	Live bait
	Purse seine
	Trawl
	Others:

Name of vessel:	Gross registration tonnage:	Month	Day	Year	Port	Fishing trip No.:
Flag country:	Capacity (M.T.):	Vessel DEPARTED:	Vessel RETURNED:	No. of days at sea:	No. of sets:	Fishing trip No.:
Registration No:	Captain:					
Shipowner:	No. of crew members:	Reporting date:		No. of days at sea:		Fishing trip No.:
Address:	Author of month:	Reporting date:		No. of days at sea:		



### **Appendix 3 – VMS Protocol**

#### **setting out the provisions applicable to satellite monitoring of Community fishing vessels operating in Mozambique's fishing zone**

1. The provisions of this Protocol supplement the Protocol setting out the fishing opportunities and financial contribution provided for in the Fisheries Partnership Agreement between the European Community and the Republic of Mozambique for the period from 1 January 2007 to 31 December 2011 and apply in accordance with point 5 of "Chapter VIII – Monitoring" in the Annex thereto.
2. All fishing vessels with an overall length exceeding 15 metres operating under the Fisheries Agreement between the European Community and Mozambique shall be monitored by satellite when fishing in Mozambique's fishing zone.

For the purposes of satellite monitoring, the latitude and longitude coordinates of the Mozambique's fishing zone are given in Appendix 4.

The Mozambican authorities shall transmit this information in electronic form, expressed in decimal degrees in the WGS 84 system.

3. The Parties shall exchange information on the specifications for electronic data transmission between their Control Centres in accordance with points 5 and 7. Such information shall include, as far as possible, names, telephone, telex and fax numbers, and e-mail addresses (Internet or X.400) which may be used for general communications between Control Centres.
4. The position of vessels shall be determined with a margin of error of less than 500 metres and a confidence interval of 99%.
5. When a vessel which is fishing under the Agreement and is the subject of satellite monitoring pursuant to Community legislation enters Mozambique's fishing zone, the subsequent position reports (vessel identification, longitude, latitude, course and speed) shall be transmitted immediately by the Control Centre of the flag State to Mozambique's Fisheries Monitoring Centre (FMC) at two-hour intervals. The messages concerned shall be identified as position reports.
6. The messages referred to in point 5 shall be sent by electronic mail according to the Internet security protocol or other security protocol. They shall be sent in real time in the format set out in Table II.
7. Where the continuous satellite monitoring equipment installed on board a fishing vessel develops a technical fault or breaks down, the master of the vessel shall transmit the information specified in point 5 to the Control Centre of the flag State and Mozambique's FMC in good time. It will be necessary in those circumstances to send a global position report on a nine-hourly basis. This global position report shall include the position reports as recorded by the master of the vessel on a three-hourly basis in accordance with the requirements laid down in point 5.

The Control Centre of the flag State shall send these messages to Mozambique's FMC. The faulty equipment shall be repaired or replaced within a period of not more

than thirty calendar days. After this deadline, the vessel in question must leave Mozambique's fishing zone.

8. The Control Centres of the flag States shall monitor the movements of their vessels in Mozambican waters. If the vessels are not being monitored in accordance with the conditions laid down, Mozambique's FMC shall be informed as soon as this is discovered and the procedure laid down in point 7 shall be applicable.
9. If Mozambique's FMC establishes that the flag State is not transmitting the information specified in point 5, the competent European Commission departments shall be informed immediately.
10. The monitoring data communicated to the other party in accordance with these provisions is intended solely for the purposes of the Mozambican authorities in controlling and monitoring the Community fleet fishing under the Fisheries Agreement between the European Community and Mozambique. Such data may not under any circumstances be communicated to other parties.
11. The satellite monitoring system software and hardware components shall be reliable and shall not permit the input or output of false positions or be capable of being manually overridden.

The system shall be fully automatic and operational at all times regardless of environmental and weather conditions. Destroying, damaging, rendering inoperative or tampering with the satellite monitoring system shall be prohibited.

The master of the vessel shall ensure that:

- data are not altered in any way;
  - the antenna or antennas connected to the satellite monitoring equipment are not obstructed;
  - the power supply of the satellite monitoring equipment is not interrupted; and
  - the satellite monitoring equipment is not removed from the vessel.
12. The Parties agree to exchange upon request information on the equipment used for satellite monitoring, in order to ensure that each piece of equipment is fully compatible with the requirements of the other Party for the purposes of these provisions.
  13. Any dispute over the interpretation or application of these provisions shall be the subject of consultation between the Parties within the Joint Committee provided for in Article 9 of the Agreement.
  14. The Parties agree to review these provisions, as appropriate.

## TRANSMISSION OF VMS MESSAGES TO MOZAMBIQUE

### POSITION REPORT

Data Element	Code	Mandatory/ Optional	Notes
Start record	SR	M	System detail – indicates start of record
Recipient	AD	M	Message detail – recipient. Alpha 3 ISO country code
Sender	EN	M	Message detail – sender. Alpha 3 ISO country code
Flag State	FS	O	
Type of message	TM	M	Message detail – Message type "POS"
Radio call sign	RC	M	Vessel detail – international radio call sign of vessel
Contracting party internal reference number	IR	O	Unique contracting party number (flag State ISO-3 code followed by number)
External registration number	XR	M	Vessel detail – number marked on side of vessel
Latitude expressed in "decimal numbers"	LT	M	Vessel position detail – position in degrees, minutes and seconds N/S +/- DD.ddd (WGS-84)
Longitude expressed in "decimal numbers"	LG	M	Vessel position detail – position in degrees, minutes and seconds E/W +/- DD.ddd (WGS-84)
Course	CO	M	Vessel course 360° scale
Speed	SP	M	Vessel speed in tenths of knots
Date	DA	M	Vessel position detail – date of record of TUC position (YYYYMMDD)
Time	TI	M	Vessel position detail – time of record of TUC position (HHMM)
End record	ER	M	System detail - indicates end of record

Character set: ISO 8859.1

Each data transmission is structured as follows:

- a double slash (//) and field code indicate the start of the message,
- a single slash (/) separates the field code and the data.

Optional data elements have to be inserted between the start and end of the record.

## COORDINATES OF MOZAMBIQUE'S FMC

Name of FMC:

VMS Tel.:

VMS Fax:

VMS E-mail:

DSPG Tel.:

DSPG Fax:

IP address:

Entry/exit declaration:

## Appendix 4

### Mozambique's fishing zone

<b>Points</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Obs.</b>
1	26°50'S	37°36'E	
2	26°00'S	38°15'E	
3	25°10'S	38°38'E	
4	24°45'S	38°24'E	
5	22°42'S	37°54'E	
6	21°34'S	37°30'E	
7	20°03'S	37°58'E	
8	16°38'S	41°18'E	
9	15°40'S	42°31'E	
10	11°50'S	41°45'E	
11	10°26'S	42°05'E	

## LEGISLATIVE FINANCIAL STATEMENT

### 1. TITLE OF THE PROPOSAL:

Proposal for a Council Regulation on the conclusion of the Fisheries Partnership Agreement between the European Community and the Republic of Mozambique, during the period of five years from the entry into force of the Agreement.

### 2. ABM / ABB FRAMEWORK

11. Fisheries

1103. International Fisheries Agreements

### 3. BUDGET LINES

#### 3.1 Budget lines:

110301: International Fisheries Agreements

11010404: International Fisheries Agreements: administrative costs

#### 3.2 Duration of the action and of the financial impact:

The Protocol to the Fisheries Agreement between the European Community and the Republic of Mozambique expired on 31 December 2006. **The new Protocol will be valid for five years commencing on 1 January 2007.**

The Protocol lays down the financial contribution, the categories of and conditions for fishing activities for Community vessels in Mozambique fishing zone.

#### 3.3 Budgetary characteristics (*add rows if necessary*):

Budget line	Type of expenditure		New	EFTA contribution	Contributions from applicant countries	Heading in financial perspective
11.0301	Comp.	Diff <sup>4</sup> .	NO	NO	NO	No 2
11.010404	Comp.	Non-diff <sup>5</sup> .	NO	NO	NO	No 2

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4 Differentiated appropriations.

5 Non-differentiated appropriations.

## 4. SUMMARY OF RESOURCES

### 4.1 Financial Resources

#### 4.1.1 Summary of commitment appropriations (CA) and payment appropriations (PA)

(€)

Type of expenditure	Section No.		2007	2008	2009	2010	2011	Total
Commitment Appropriations (CA)	8.1	a <sup>6</sup>	900,000	900,000	900,000	900,000	900,000	4,500,000
Payment Appropriations (PA)		b	900,000	900,000	900,000	900,000	900,000	4,500,000
Technical and administrative assistance (NDA)	8.2.4	c	0	0	50,000	0	40,000	90,000
<b>Commitment appropriations</b>		a+c	900,000	900,000	950,000	900,000	940,000	4,590,000
<b>Payment appropriations</b>		b+c	900,000	900,000	950,000	900,000	940,000	4,590,000
Human resources and associated expenditure (NDA)	8.2.5	d	46,800	46,800	46,800	46,800	46,800	234,000
Administrative costs, other than human resources and associated costs, not included in reference amount	8.2.6	e	25,000	25,000	25,000	25,000	25,000	125,000
<b>Total CA including cost of human resources</b>		a+c+d+e	<b>971,800</b>	<b>971,800</b>	<b>1,021,800</b>	<b>971,800</b>	<b>1,011,800</b>	<b>4,949,000</b>
<b>Total PA including cost of human resources</b>		b+c+d+e	<b>971,800</b>	<b>971,800</b>	<b>1,021,800</b>	<b>971,800</b>	<b>1,011,800</b>	<b>4,949,000</b>

#### Part-financing details: *No part-financing*

6 In accordance with the Protocol, the total annual amount could be augmented depending on the quantities caught by Community vessels exceed the reference tonnage (article 2) or the increase of the fishing opportunities (article 4) by mutual agreement provided that the conclusions of the scientific advice confirm that such an increase will not endanger the sustainable management of Mozambique resources. In both cases the financial contribution shall be increased proportionately and pro rata temporis. However, the total annual amount paid by the Community shall not be more than twice the amount related to reference quantity (EUR 1,300,000). Where the quantities caught by Community vessels exceed the quantities corresponding to twice the total annual amount, the amount due for the quantity exceeding that limit shall be paid the following year (subject to budget availability).

(€)

Part-financing body		2007	2008	2009	2010	2011	Total
	F						
<b>TOTAL CA including part-financing</b>	<b>a +c + d +e +f</b>	<b>971,800</b>	<b>971,800</b>	<b>1,021,800</b>	<b>971,800</b>	<b>1,011,800</b>	<b>4,949,000</b>

#### 4.1.2 Compatibility with financial programming

- Proposal is compatible with existing financial programming.
- Proposal will entail programming of the relevant heading in the financial perspective.
- Proposal may require application of the provisions of the Interinstitutional Agreement<sup>7</sup> (i.e. flexibility instrument or revision of the financial perspective).

#### 4.1.3 Financial impact on revenue

- Proposal has no financial impact on revenue
- Financial impact - the effect on revenue is as follows:

**Note: All details and observations relating to the method of calculating the effect on revenue should be shown in a separate annex.**

(EUR million to one decimal place)

Budget line	Revenue	Prior to action 2006	Situation following action					
			2007	2008	2009	2010	2011	
	a) Revenue in absolute terms							
	b) Change in ÷ revenue							

**(Please specify each revenue budget line involved, adding the appropriate number of rows to the table if there is an effect on more than one budget line.)**

**4.2. Human Resources, FTE (including officials, temporary and external staff) – see details under point 8.2.1.**

<b>Annual requirements</b>	2007	2008	2009	2010	2011
Total number of human resources	0.40	0.40	0.40	0.40	0.40

**5. CHARACTERISTICS AND OBJECTIVES**

**5.1 Need to be met in the short or long term**

The previous Protocol of the Fisheries Agreement between the European Community and the Republic of Mozambique expired on 31 December 2006. The new Protocol covers the period from 1 January 2007 to 31 December 2011.

The main objective of the new Fisheries Partnership Agreement (FPA) is to strengthen cooperation between the European Community and the Republic of Mozambique in order to promote partnership for the development of sustainable fishing and for sound exploitation of fisheries resources in the Mozambique fishing zone. The main elements of the new Protocol are:

- Fishing opportunities: 44 tuna seiners, 45 surface long-liners allocated as follows (based on the method of allocating the fishing opportunities in the previous Protocol, applications by the Member States and the historical rates of utilisation by Member State and by category), i.e.:
  - € tuna seiners: Spain: 23, France: 20, Italy: 1
  - € surface long-liners: Spain: 21, France: 15, Portugal: 7, United Kingdom: 2
- Annual reference tonnage: 10 000 tonnes of tuna
- Annual financial contribution: € 900 000
- Advances and fees payable by ship-owners<sup>8</sup>: EUR 35 for seiners and surface long-liners per tonne of tuna caught in the Mozambique fishing zone. The annual advances are fixed at € 4 200 per tuna seiner, € 3 500 per surface long-liner, >250 GT and € 1 680 per surface long-liner, <250 GT.

**5.2 Value-added of Community involvement and coherence of the proposal with other financial instruments and possible synergy**

Regarding this new FPA, if the Community does not act, then private agreements will spring up which would not guarantee sustainable fisheries. The Commission therefore considers that, thanks to this FPA, the Republic of Mozambique will

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<sup>8</sup> Advances and fees payable by the ship-owners do not have an impact on the Community budget.

cooperate effectively with the Community in regional bodies such as the Indian Ocean Tuna Commission (IOTC), in the fight against illegal fishing and for the proper management of stocks of highly migratory species. The fisheries agreement also guarantees a share of resources to the sectoral fisheries policy in Mozambique.

### **5.3 Objectives, expected results and related indicators of the proposal in the context of the ABM (activity based management) framework**

The negotiation and conclusion of fishing agreements with third countries meets the general objective of maintaining and safeguarding the traditional fishing activities of the Community fleet, including the distant-water fleet, and developing relations in a spirit of partnership with a view to strengthening the sustainable exploitation of fishery resources outside Community waters, taking account of environmental, social and economic concerns.

The following indicators will be used in the context of the ABM for the purposes of monitoring implementation of the Agreement:

- € monitoring the utilisation rate of the fishing opportunities;
- € gathering and analysing data on catches and the commercial value of the Agreement;
- € contribution to employment and value-added in the Community;
- € contribution to stabilising the Community market;
- € contribution to the general objectives of reducing poverty in Mozambique, including a possible contribution to employment, development of infrastructure and support for the state budget;
- € number of technical meetings and meetings of the Joint Committee.

### **5.4 Method of implementation (indicative)**

- X Centralised Management
- X Directly by the Commission

## **6. MONITORING AND EVALUATION**

### **6.1 Monitoring system**

The Commission (DG FISH in collaboration with the Commission Delegations in Mozambique and Mauritius) will ensure regular monitoring of implementation of this FPA, particularly in terms of its use by operators and catch data.

In the framework of the annual Joint Commission, the Commission will maintain a dialogue with Mozambique notably in order to assess and review the fisheries policy

aspects particularly related to the implementation of the Fisheries Partnership Agreement.

## 6.2 Assessment

A thorough evaluation was carried out on the Protocol for 2004-2006, ending in June 2006, with the assistance of a consortium of independent consultants, with a view to the possible launch of negotiations on a new Protocol.

### 6.2.1 *Ex-ante evaluation*

The evaluation concluded that the previous EC/Mozambique Fisheries Agreement has been effective in providing fishing opportunities that permit the deployment of all tuna purse seiners licence possibilities and, on average, 12 out of the 14 with respect to surface long-line licence possibilities. The Agreement has not been effective in generating fishing opportunities for EU trawler vessels through the fishing opportunities provided for deepwater shrimp fishing. None of the licences available in this sector have been drawn.

In addition to the direct commercial value of the catches for the vessels involved the Agreement, there are the following benefits:

- possibility of creating new jobs on board fishing vessels;
- possible multiplier effect on employment: in ports, auction markets, processing factories, shipyards, service enterprises etc.;
- contribution to Community's fish supply.

The existence of a Community Agreement, which imposes a binding regulatory framework on both parties, guarantees the sound management of fish stocks.

#### - Risks and alternative options:

There is some risk in setting up a fisheries protocol, for example: the amounts intended to finance the sectoral fisheries policy might not be allocated as agreed (under-utilisation). In order to avoid these risks, it is foreseen to have a strong dialogue on the programming and the implementation of the sectoral fisheries policy.

### 6.2.2 *Ex-ante estimate of the economic value of the Agreement and the Community's financial contribution*

The financial contribution granted by the Community under this new Fisheries Partnership Agreement is a single allocation established on the basis of an annual financial envelope of € 900 000 for the 2007/11 Protocol.

### 6.2.3 *Measures taken following an intermediate/ex-post evaluation (lessons learned from similar experiences in the past)*

Reference tonnage for Tuna has increased from 8 000 tonnes in the previous protocol to 10 000 tonnes, the evaluation report assesses that the reference tonnage for Tuna

could be maintained or increased by 25%, in consistency with the Indian Ocean Tuna Commission management. The Shrimp component included in the previous protocol has not been used and consequently been discarded in the new Agreement, the evaluation shows that the above mentioned Shrimp component had a negative impact in the cost-benefit of the previous protocol.

The new Agreement contains overall financial support for implementing initiatives taken in the context of the sectoral fisheries policy drawn up by the Government of Mozambique. The Community and the Government of Mozambique must agree on a multiannual sectoral programme relating to this financial support. This programming will be done through a strong and permanent dialogue between the parties.

#### *6.2.4 Terms and frequency of future evaluation*

Following on from the study finalised in June 2006 (cf. point 6.2), in order to ensure sustainable fishing in the region, an evaluation of the economic, social and environmental impact will be made each time a protocol is renewed in the future. The indicators listed in point 5.3 will be used to carry out an ex-post evaluation.

### **7. ANTI-FRAUD MEASURES**

The use to which the financial contribution paid by the Community under the Agreement is put is entirely at the discretion of the sovereign third country concerned.

Nevertheless, the Commission undertakes to try and establish permanent political dialogue and cooperation with a view to improving the management of the Protocol extension and strengthening the Community's contribution to the sustainable management of resources.

In any case, any payment which the Commission makes under a fisheries agreement is subject to its standard rules and budgetary and financial procedures. This makes it possible, in particular, to fully identify the bank accounts of the third countries into which the financial contribution is paid.

**8. DETAILS OF RESOURCES**  
**8.1 Objectives of the proposal in terms of their financial cost**

*Commitments (in €)*

(Headings of Objectives, actions and outputs should be provided)	2007		2008		2009		2010		2011		TOTAL	
	No. of outputs	Total Community cost	No. of outputs	Total cost								
OPERATIONAL OBJECTIVE No 1 <sup>9</sup> : To obtain fishing opportunities in exchange for a financial contribution												
<b>Action 1...</b>												
- Output 1	89 10 000 t	650,000	445 50 000 t	3,250,000								
OPERATIONAL OBJECTIVE No 2: specific amount per year for the support and implementation of initiatives taken in the context of the Mozambique sectoral fisheries policy.												
<b>Action 2...</b>												
-Output 2		250,000		250,000		250,000		250,000		250,000		1,250,000
<b>TOTAL COST</b>		<b>900,000</b>		<b>4,500,000</b>								

<sup>9</sup> As described under Section 5.3.

## 8.2 Administrative expenditure

Needs in human and administrative resources will be met inside the appropriation allocated to the managing DG within the framework of the annual allocation procedure.

### 8.2.1 Number and type of human resources

Types of post		2007	2008	2009	2010	2011
Officials or temporary staff <sup>10</sup> (11 01 01)	A*/AD	0.25	0.25	0.25	0.25	0.25
	B*, C*/AS T	0.15	0.15	0.15	0.15	0.15
Staff financed <sup>11</sup> by Art. 11 01 02						
Other staff financed <sup>12</sup> by Art. 11 01 04 04						
<b>TOTAL</b>		<b>0.40</b>	<b>0.40</b>	<b>0.40</b>	<b>0.40</b>	<b>0.40</b>

### 8.2.2 Description of tasks deriving from the action

- Assisting the negotiator to prepare and conclude the negotiation of fisheries agreements:
  - taking part in negotiations with third countries to conclude fisheries agreements;
  - preparing draft evaluation reports and negotiation strategy notes for the Commissioner;
  - presenting and defending the Commission's position in the Council's "External Fisheries" Working Party;
  - taking part in the search for a compromise with the Member States to be included in the final text of the Agreement.
- Monitoring the implementation of agreements:
  - daily monitoring of fisheries agreements;

10 Cost of which is NOT covered by the reference amount.

11 Cost of which is NOT covered by the reference amount.

12 Cost of which is included within the reference amount.

- preparing and checking the commitment and payment of the financial compensation and targeted measures or financing for the development of responsible fishing;
- regular reporting on the implementation of agreements;
- evaluating agreements: scientific and technical aspects;
- preparing the draft proposal for a Council regulation and decision and drafting the text of the agreement;
- launching and monitoring adoption procedures.
- Technical assistance:
  - preparing the Commission's position for the Joint Committee.
- Inter-institutional relations
  - representing the Commission before the Council, the European Parliament and the Member States in the negotiation process;
  - writing the replies to oral and written questions from the European Parliament.
- Interdepartmental consultation and coordination:
  - liaising with the other Directorates-General on matters relating to the negotiation and monitoring of agreements;
  - organising and responding to interdepartmental consultations.
- Evaluation:
  - taking part in updating the impact assessment;
  - analysing the achieved objectives and evaluation indicators.

### 8.2.3 Sources of human resources (statutory)

*(When more than one source is stated, please indicate the number of posts originating from each of the sources)*

- Posts currently allocated to the management of the programme to be replaced or extended
- Posts pre-allocated within the APS/PDB exercise for year 2006
- Posts to be requested in the next APS/PDB procedure
- Posts to be redeployed using existing resources within the managing service (internal redeployment)

- Posts required for year n although not foreseen in the APS/PDB exercise of the year in question

#### 8.2.4 Other administrative expenditure included in reference amount

(11 01 04/05 – Expenditure on administrative management)

Budget line: 11010404 (number and heading)	Commitments (in €)					
	2007	2008	2009	2010	2011	TOTAL
<b>1. Technical and administrative assistance (including related staff costs)</b>						
Executive agencies <sup>13</sup>						
Other technical and administrative assistance						
- intra muros						
- extra muros			50,000(*)		40,000(**)	90,000
<b>Total technical and administrative assistance</b>			<b>50,000</b>		<b>40,000</b>	<b>90,000</b>

(\*) Stocks assessment.

(\*\*) Ex-post evaluation of the current Protocol and ex-ante evaluation of the future Protocol.

#### 8.2.5 Financial cost of human resources and associated costs not included in the reference amount

Type of human resources	Commitments (in €)					
	2007	2008	2009	2010	2011	TOTAL
Officials and temporary staff (11 01 01)	46,800	46,800	46,800	46,800	46,800	234,000
Staff financed by Art. XX 01 02 (auxiliary, END, contract staff, etc.) (specify budget line)						
<b>Total cost of human resources and associated costs (NOT in reference amount)</b>	<b>46,800</b>	<b>46,800</b>	<b>46,800</b>	<b>46,800</b>	<b>46,800</b>	<b>234,000</b>

*Calculation – Officials and contract staff*

Reference should be made to Point 8.2.1, if applicable

- 1A = € 117 000\*0.25 = € 29 250

1B = € 117 000\*0.075 = € 8 775

1C = € 117 000\*0.075= € 8 775

Total : € 46 800

**Calculation – Staff financed under Article XX 01 02**

Reference should be made to Point 8.2.1, if applicable

8.2.6 *Other administrative expenditure not included in reference amount*

	2007	2008	2009	2010	2011	TOTAL (€)
11 01 02 11 01 – Missions	15,000	15,000	15,000	15,000	15,000	75,000
11 01 02 11 02 – Meetings & Conferences						
XX 01 02 11 03 – Committees <sup>14</sup>	10,000	10,000	10,000	10,000	10,000	50,000
XX 01 02 11 04 - Studies and consultations						
XX 01 02 11 05 – Information systems						
<b>2. Total other management expenditure (XX 01 02 11)</b>						
<b>3. Other expenditure of an administrative nature (specify including reference to budget line)</b>						
<b>Total administrative expenditure, other than human resources and associated costs (NOT included in reference amount)</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>125,000</b>

14 Specify the type of committee and the group to which it belongs.